

#31313

THIS AGREEMENT is entered into by and between **Hermanos Amaya Inc.** (referred to as "Applicant"), proprietor of, **LaVilla Restaurant**, and the following entity (referred to as "Protestant"): Advisory Neighborhood Commission 2F, Barbara K. Asare-Bediako.

WHEREAS, Hermanos Amaya Inc. desires to obtain authorization from the District of Columbia Alcoholic Beverage Control Division to permit the sale of beer, wine and spirits for a restaurant at the above-referenced premises; and

WHEREAS, Protestants seek to assure the applicant's cooperation in maintaining the peace, order and quiet in and around the Applicant's business premises, as well as protect pedestrian safety;

NOW, THEREFORE, the parties agree as follows:

1. **HOURS OF OPERATION.** The applicant shall limit the hours of operation of the Establishment to no more than 10:00 a.m. to 2:00 a.m., Sunday through Thursday, 10:00 a.m. to 3:00 am, Friday and Saturday.
2. **PUBLIC TELEPHONES.** No exterior public pay telephones shall be installed on the property.
3. **EXTERNAL APPEARANCE OF PREMISES.** The Applicant shall conform to 1100.1 of Title 23 Of the District of Columbia Municipal Regulations by limiting advertisements in the windows to the permitted twenty-five percent (25%) of the window space. In accordance with 1100.2 of Title 23 DCMR, no advertisement of any kind relating to alcoholic beverages shall be displayed on the exterior of any window and exterior or interior of any door.
4. **MAINTENANCE OF PUBLIC AND PRIVATE SPACE.** The Applicant shall keep the sidewalk, the rear lot and the alley behind the Establishment clean and neat at all times, and the curbs free of trash. There shall be regular trash pickups.
5. **LOITERING.** The Applicant shall aggressively discourage loitering in the vicinity of the property, including the alley, and shall contact police when loiterers refuse to leave.
6. **PATRONS.** The Applicant shall aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of other patrons, pedestrians and neighboring residents is compromised by practicing the following:
 - No patrons entering the Establishment intoxicated shall be served alcoholic beverages.
 - No patrons shall served alcoholic beverages beyond the point of intoxication.

7. **ILLEGAL ACTIVITIES AND PUBLIC NUISANCES.** The Applicant shall prohibit drug sale in front of the Establishment during business hours and/or while Applicant is present and contact the police when known or suspected drug transactions occur. The Applicant shall cooperate with the Police in prosecuting all violations. The Applicant shall make no sales of single cigarettes or cigars, cigarette rolling papers plastic bags or drug paraphernalia. The Applicant shall discourage public consumption of alcoholic beverages, refraining from selling alcoholic beverages for consumption outside of the establishment.
8. **COOPERATION WITH RESIDENTS.** The Applicant agrees to meet, as needed, with the Protestant to discuss any problems arising from the operation of the establishment. The Applicant agrees to work in good faith with the Protestant to resolve these problems.
9. **CONDITIONS OF LIQUOR LICENSE.** The Applicant shall adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days, or repeated violation, shall be grounds to request the Board to bring a Show Cause action against the Applicant.
10. **NOTICES.** Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.
11. **WITHDRAWAL OF PROTEST.** Upon execution of this Agreement, all Protestants withdraw their protest to the Application effective immediately.

This Agreement shall take effect once all parties to the agreement have fixed their signatures below. The parties indicate their assent to this Agreement:

[Signature] 10/09/00
Applicant Date

Sabrina K. Grace-Schultz (10/09/00)
Advisory Neighborhood Commission 2F Date